stant case there was the violent striking together of the truck and the heavily ladened scoop; this was a collision within the meaning of the policy and rendered the defendant liable."

[Ed. Note.—In Bell *v.* American Ins. Co., 181 N. W. 733, which is referred to in the principal case as having reached a contrary conclusion, the Supreme Court of Wisconsin, held that a policy insuring plaintiff against damage resulting to his automobile "by being in accidental collision during the period insured with any other automobile, vehicle, or object" was not an obligation to indemnify plaintiff for damage to his car when, while on the highway, one side of it gradually settled into the ground, and the car tipped over, striking the ground to its damage; such casualty not being a "collision" as the word is commonly understood.]

Beneficial and Benevolent Associations—Liability of Grand Lodge for Injury to New Member during Initiation in Local Lodge.—In Perrick *v.* Sovereign, W. O. W., 106 S. E. 222, the Supreme Court of South Carolina held that the Grand Lodge of an order was liable in both compensatory and punitive damages for injury to a new member during his initiation by a local lodge though the particular ceremony was not authorized by the Grand Lodge.

The court said in part: "Appellant insists the Sovereign Camp is not responsible: First, because the evidence shows that the Sovereign Camp did not authorize the 'warm reception,' during the performance of which the injury occurred; second, because as a matter of law the Sovereign Camp cannot be held responsible for the acts of members of a subordinate camp, done in the course of a ceremony, which the Sovereign camp has not authorized.

"It has been decided in Mitchell *v.* Leach, 69 S. C. 420, 48 S. E. 290, 66 L. R. A. 723, 104 Am. St. Rep. 811, that subordinate lodges of the Woodmen of the World are agents of the Sovereign Camp, in initiating and making members of the order, and the acts of the local camps are binding upon the parent camp, if performed within the scope of the agency, even though such acts are not authorized by the Sovereign Camp. In 31 Cyc. 1582, we find the following:

" 'The liability of the principal for torts committed by his agent is not limited to torts which he expressly authorized or directed. He is liable for all torts which his agent commits in the actual or apparent course of his employment, and if the agent commits a tort in the apparent course of his employment, the principal is liable therefor, even though he was ignorant thereof, and the agent in committing it exceeds his actual authority or disobeyed the express instructions of his principal.' "

[Ed. Note.—Although the cases are not in accord as to whether the subordinate bodies and their officers are the agents of the supreme

body in dealing with their members, yet by the weight of authority the local bodies and their officers are held to represent the central organization, and as between the members and the society, the latter is bound by acts of the local bodies and of their officers done within the scope of their authority. 7 C. J. 1111, and cases cited. This rule applies to the initiation of members. 7 C. J. 1111; Thompson *v.* Supreme Tent K. M. W., 189 N. Y. 294, 82 N. E. 141; Supreme Lodge of the World L. O. M. *v.* Kenney (1916), 198 Ala. 332, 73 So. 519, L. R. A. 1917C, 469, 69 S. C. 413, 48 S. E. 290; Grand Temple, etc., K. & D. T. *v.* Johnson (Tex. Civ. App. 1914), 171 S. W. 490.

But there are cases holding the contrary. In Kendrick *v.* Modern Woodmen of the World, 131 Mo. A. 31, 109 S. W. 805, it was held that a fraternal insurance order is not liable for personal injuries sustained by a member during an initiation conducted by the officers of a local body, where, at the time, the member had been passed on and accepted as a member, and the ritualistic work required by the order had been done. And in Jumper *v.* Sovereign Camp W. O. W., 127 Fed. 635, 62 C. C. A. 361, society was held not to be liable in its corporate capacity, for a personal injury inflicted on an accepted candidate for membership by the members of a local camp during the ceremony of initiation, the part of the ceremony which resulted in the injury not being prescribed by the ritual.

Where the by-laws provided that the supreme body should not be liable for any fault or negligence on the part of the subordinate bodies or any of their officers, that the subordinate bodies should decide whether an applicant must be initiated or merely obligated, and that they should select the men to conduct the initiation and to provide the paraphernalia therefor, and there was nothing in the ritual suggesting that the initiation should be conducted in such a manner as to do physicial hurt to the candidate, it was held that the supreme body was not liable for an injury sustained by an applicant through the negligence of the local body. Kaminski *v.* Great Camp K. M. M. 146 Mich. 16, 109 N. W. 33.

Contracts—Legality of Contracts Concerning Goods to Be Furnished Government.—In Noble *v.* Mead-Morrison Mfg. Co., 129 N. E. 669, the Supreme Judicial Court of Massachusetts held that the mere making of a contract concerning goods to be furnished the government, where the compensation of the salesman is to some extent contingent on his success is not invalid.

The court said in part: "The mere making of a contract concerning goods to be furnished to the government, where the compensation of the salesman is to some extent contingent upon his success, is not invalid. So far as concerns authority, that point is settled in principle in this commonwealth by Kerr *v.* American Pneumatic Service Co., 188